

Standard Exchange Form

Date: XXXX

Reference: XXXX – REV XX

| | | | |
|--------|--|------|---------------------------------|
| From : | SAFRAN NACELLES | To : | XXXX |
| | Route du Pont VIII- B.P. 91 | | |
| | 76700 Gonfreville-l'Orcher | | |
| | FRANCE | | |
| | Herein referenced as "SAFRAN NACELLES" | | Herein referenced as "Customer" |

Dear Customer,

We are pleased to provide the following quotation for the standard exchange of the following removed equipment based on the repair order that you sent to us on XXX (date) and referenced XXX (the "Repair Order") and/or the damage report that you sent to us on XXX (date) and referenced XX, CSC reference XXX, if any (the "Damage Report"), (the "Removed Equipment"):

| Exchanged Equipment (From SAFRAN NACELLES) description: | P/N | S/N | Qty | Delivery Date | TSN/CSN |
|---|---------------------|-----|-----|---------------|-----------|
| TBD | TBD | TBD | TBD | TBD | yyyy/yyyy |
| Incoterms: FCA (ICC Incoterms 2020) | Delivery point: TBD | | | | |

According to Article 7 of the attached SAFRAN NACELLES' General Terms and Conditions of Sale of Standard Exchange Services, the Exchanged Equipment shall be the property of the Customer after the payment to SAFRAN NACELLES of:

- **Exchange fees:** TBD USD(\$), to be invoiced upon signature by the Customer of this Standard Exchange Form; and
- **Repair costs:** TBD USD (\$) as per SAFRAN NACELLES repair quote dated yy/yy/yyyy and referenced XXXX sent to the Customer (if applicable), to be invoiced upon signature by the Customer of this Standard Exchange Form.
- **Note:** Such repair costs are subject to revision to cover potential Over & Above Repair Costs as per Article 3 below of the SAFRAN NACELLES' General Terms and Conditions of Sale of Standard Exchange Services.

The Exchanged Equipment is hereby exchanged against:

| Removed Equipment (From Customer) Description: | Aircraft Registration | P/N | S/N | Qty | Delivery Date | Repair Order | TSN/CSN |
|--|-----------------------|-----|-----|-----|---------------|--------------|-----------|
| TBD | TBD | TBD | TBD | TBD | TBD | TBD | yyyy/yyyy |
| Incoterms: DAP (ICC Incoterms 2020) | Delivery point: TBD | | | | | | |

THE CUSTOMER SHALL PROVIDE THE FOLLOWING DOCUMENTATION WITH THE REMOVED EQUIPMENT TO SAFRAN NACELLES:

Non Incident Statement (NIS): signed NIS of Removed Equipment as per proposed form in annex.

History:

- maintenance history records of the Removed Equipment;

Example: Shop strip reports including technical instructions or repair schemes for any repair solutions that are out of CMM/SRM limitations, associated TSN/CSN/implementation place.

Any unapproved-by-SAFRAN-Nacelles-repairs replacement with SAFRAN NACELLES approved repair will be charged by SAFRAN NACELLES to Customer.

- existing back to birth history logbooks of Removed Equipment;
- Service Bulletin / Airworthiness Directives implementation status on Removed Equipment (with implementations date & associated TSN/CSN);
- all past certifications (EASA, CAAC, CAA, FAA...) of Removed Equipment;
- a damage report of Removed Equipment.

Note: SAFRAN NACELLES reserves its right to revert later to the Customer to obtain any document that was not available at the time of the Standard Exchange Form signature.

Version issued on December 2024

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Safran Nacelles

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Siège social et usine : Route du Pont VIII - BP 91 - 76700 Gonfreville l'Orcher – France
SIRET : 352 050 512 00024

Tél. +33 (0)2 35 55 47 00
Fax +33 (0)2 35 53 05 21
www.safraan-nacelles.com



The Customer is required to check YES/NO box and provide comments if necessary:

PMA parts:

☐ NO. By checking this box the Customer certifies that there is no PMA part on the Removed Equipment.

☐ YES. By checking this box the Customer declares that there is PMA part installed on the Removed Equipment.

If "YES" is ticked, Customer shall provide a detailed list of all PMA parts installed on the Removed Equipment. Any PMA components replacement with OEM components will be charged by SAFRAN NACELLES to Customer.

Comments if any:

Limitations:

☐ NO. By checking this box the Customer certifies that the Removed Equipment is free from any additional limitations (cosmetic defects, operational constraints, reduced cycles life duration etc.) compared to the initial Original Equipment Manufacturer (OEM) certification characteristics.

☐ YES. By checking this box the Customer declares that the Removed Equipment has additional limitations (cosmetic defects, operational constraints, reduced cycles life duration etc.) compared to the initial OEM certification characteristics.

If "YES" is ticked, Customer shall provide a detailed list of the limitations. SAFRAN NACELLES reserves its right to invoice corrective operations to remove such limitations.

Comments if any:

This Standard Exchange Form is established under Contract n°xxxxxx. [to be added case by case according to Customer]

By signing this Standard Exchange Form, SAFRAN NACELLES and Customer agree to be bound by the conditions set forth in this contract and by the SAFRAN NACELLES' General Terms and Conditions of Sale of Standard Exchange Services attached hereafter.

SAFRAN NACELLES

By :
Title :
Date :
Signature :

Customer NAME (Stamp required or readable capital letters when filled in by hand writing):

By :
Title :
Date :
Signature

AIRCRAFT NON ACCIDENT / INCIDENT STATEMENT

PN :

SN :

| Aircraft Registration | Installed | TSN | CSN | Removed | TSN | CSN | Hours utilized | Cycles utilized |
|--------------------------|-----------|-----|-----|---------|-----|-----|-------------------|--------------------|
| | | | | | | | | |
| | | | | | | | | |

This is to certify that the above mentioned equipment was:

- Not involved in any Accident/Incident as defined in the Annex 13 of the International Civil Aviation Organization (ICAO);
- Not subjected to extreme heat or other form of extreme stress;
- Not subjected to military or government use, and no parts installed have been obtained from any military, government or unapproved source;
- Not immersed in salt water, or exposed to any other form of corrosive agent.

Operator Name (readable capital letters):

Operator stamp (preferably):

Signatory name:

Signatory Title:

Date:

Signature:

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ARTICLE 1 – PURPOSE

These General Terms and Conditions of Sale of Standard Exchange Services ("General Terms") set out the general terms and conditions applicable to all standard exchange services ("Services") supplied by SAFRAN NACELLES ("SAFRAN NACELLES") to any customer ("Customer") with respect to nacelle equipment ("Equipment") as described in the relevant SAFRAN NACELLES Standard Exchange Form.

ARTICLE 2 – CONTRACTUAL DOCUMENTS – ORDERING PROCEDURE

Any SAFRAN NACELLES Standard Exchange Form signed by both parties and any purchase order placed by the Customer with SAFRAN NACELLES for the Services shall be governed by these General Terms. Should these General Terms conflict with the conditions contained in a specific agreement which may be entered into between SAFRAN NACELLES and the Customer, the conditions of such specific agreement shall prevail. The Customer shall not depart from these General Terms, except with the prior written consent of SAFRAN NACELLES. These General Terms shall prevail over any general purchase conditions related to or contained in a purchase order or other document submitted by the Customer.

Any quotation/proposal for the Services issued by SAFRAN NACELLES constitutes a firm and valid offer for the duration specified in such quotation/proposal, or (if not specified) for ten (10) calendar days from the date of the quotation/proposal issuance. The Services shall be subject to (i) the execution by both parties of the SAFRAN NACELLES Standard Exchange Form (ii) due ordering by the Customer and (iii) acceptance of such purchase order by SAFRAN NACELLES. No cancellation or modification to the SAFRAN NACELLES Standard Exchange Form shall be made without prior written consent of SAFRAN NACELLES. Should the SAFRAN NACELLES Standard Exchange Form be cancelled for any reason, SAFRAN NACELLES reserves the right to charge the Customer for any kind of preparation already made and/or services performed (totally or partially). Modification to the SAFRAN NACELLES Standard Exchange Form may result in additional charge and/or additional lead-time to the Customer.

ARTICLE 3 – DESCRIPTION OF THE SERVICES

SAFRAN NACELLES shall deliver to the delivery point specified in the SAFRAN NACELLES Standard Exchange Form a serviceable Exchanged Equipment according to the applicable incoterms as set forth in the SAFRAN NACELLES Standard Exchange Form and the Customer shall deliver to the delivery point specified in the SAFRAN NACELLES Standard Exchange Form a repairable, non-incidental (as defined by ICAO Annex 13) Removed Equipment according to the applicable incoterms as set forth in the SAFRAN NACELLES Standard Exchange Form. The Exchanged Equipment and the Removed Equipment are those described in the SAFRAN NACELLES Standard Exchange Form. **The Removed Equipment shall be packed according to the ATA300 specifications and duly accompanied with their respective technical and airworthiness documentations, meaning maintenance history records, Services Bulletin & airworthiness directives implementation status (with cycle, time & implementation dates), logbooks if available, previous certification(s), limitations and damage report and any document or information that could impact full serviceability of the Removed Equipment after identified repair.**

Customer will advise SAFRAN NACELLES immediately (within 24 hours) upon receipt of the Exchange Unit at designated delivery destination, and shall notify SAFRAN NACELLES if there was any damage to the Exchanged Equipment.

The Customer shall deliver the Removed Equipment to SAFRAN NACELLES with the above mentioned documentation at the delivery date mentioned in the SAFRAN NACELLES Standard Exchange Form (if not specified, within fifteen (15) calendar days from the date of execution of the SAFRAN NACELLES Standard Exchange Form). In the event of late delivery of the Removed Equipment with its documentation by the Customer, the Customer shall pay to SAFRAN NACELLES liquidated damages equal to 1 % (one percent) of the price of the Removed Equipment as specified in the then current Original Equipment Manufacturer spare part catalogue, per calendar day of delay, until the

Removed Equipment with its associated documentation is received by SAFRAN NACELLES or up to a maximum of forty-five (45) calendar days of delay, whichever occurs first. In case SAFRAN NACELLES does not receive the Removed Equipment with its associated documentation within the above mentioned forty-five (45) calendar days, the Removed Equipment will be considered as lost and SAFRAN NACELLES will invoice and the Customer shall pay for the Removed Equipment as specified in the then current Original Equipment Manufacturer spare parts catalogue.

The Customer agrees that SAFRAN NACELLES shall thereafter complete all necessary work to fully restore the Removed Equipment to a technical configuration and condition equal to the technical configuration and condition of the Exchanged Equipment. Should SAFRAN NACELLES discover some additional work to be performed on the Removed Equipment in order to meet the above mentioned technical configuration requirement that are not covered in the SAFRAN NACELLES initial repair quote specified in the SAFRAN NACELLES Standard Exchange Form, SAFRAN NACELLES shall notify the Customer of such additional works within forty-five (45) calendar days from the date of delivery of the Removed Equipment by the Customer to SAFRAN NACELLES, with requested documentation, and perform such additional works, which shall be embodied in the Services at the Customer's expense ("Over and Above repair costs"). Consequently, SAFRAN NACELLES will send to the Customer a revised Standard Exchange Form with the revised price. The Customer shall promptly send back to SAFRAN NACELLES, duly signed, this revised Standard Exchange Form and issue a revised purchase order. Such additional works to be performed on the Removed Equipment may be, such as but not limited to: (1) any repair or part replacement out of the work scope, (2) implementation of non-mandatory service bulletins, (3) repairs out of CMM/SRM documentation, (4) repair/replacement of corroded parts, (5) repair/replacement of PMA parts, (6) repair of non-approved repairs already performed (any repair found during inspection will have to be justified by the Customer, otherwise it will be removed and a new repair will be performed), (7) repair of damage due to misuse, accident or improper handling, including to the shipment box, (8) Foreign Object Damage (FOD), (9) maintenance errors, (10) repair of any damaged part due to non-incorporation of recommended Service Bulletins by the Customer, (11) events resulting from personnel not following procedures and published maintenance documentation, or misuse/non-use of recommended tooling, and (12) ground damage due to non-aircraft equipment.

In the event that the price of the repair necessary to restore any part of the Removed Equipment to the above mentioned technical configuration is over sixty five percent (65%) of the then current Original Equipment Manufacturer catalogue price of the concerned part, this part shall be identified as being Beyond Economical Repair (BER) and replaced by SAFRAN NACELLES at the Customer's expenses. In such case, SAFRAN NACELLES will invoice the Customer for the price of such part as specified in the then current Original Equipment Manufacturer catalogue price.

Notwithstanding the foregoing, after expiry of the forty-five (45) calendar days period, should SAFRAN NACELLES not repair the Removed Equipment due to a non-detectable damage at the time of the repair quotation specified in the SAFRAN NACELLES Standard Exchanged Form SAFRAN NACELLES and the Customer may update, by mutual agreement the SAFRAN NACELLES Standard Exchange Form with all additional repair costs.

ARTICLE 4 – PRICES - TAXES

Prices for the Services are those set out in the SAFRAN NACELLES Standard Exchange Form. Prices are stated in United States Dollars. All prices are exclusive of any taxes or duties which could be levied in connection with the performance of the Services. All such taxes and duties are for the account of the Customer.

Any additional requirements of the Customer will be charged by SAFRAN NACELLES to the Customer. To the extent specified in the SAFRAN NACELLES' quotation/proposal, the prices shall be subject to adjustment/escalation.

ARTICLE 5 - PAYMENT

SAFRAN NACELLES' invoices sent to the Customer shall be paid by the Customer no later than thirty (30) calendar days from issuance date of the



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invoice. However, SAFRAN NACELLES reserves the right to ask for payment in cash in advance of the prices for the Services set out in the SAFRAN NACELLES Standard Exchange Form upon the signature by the Customer of the SAFRAN NACELLES Standard Exchange Form and before delivery of the Exchanged Equipment.

The Customer shall make all payments under the SAFRAN NACELLES Standard Exchange Form in United States Dollars via wire transfer to the following bank account:

SOCIÉTÉ GÉNÉRALE NEW YORK
Account number: 182303
SWIFT Code: SOGEUS33
ABA code: 026004226
Address: 1221 avenue of the Americas
10020 NEW YORK, USA

No discount shall be granted to the Customer in case of payment made in advance of the payment due date.

SAFRAN NACELLES reserves the right to revise the above mentioned payment terms in case of any payment incident by the Customer and/or in case of any credit degradation risk regarding the Customer. According to SAFRAN NACELLES' credit management policy, any payment delay from the Customer will affect the credit conditions granted to the Customer by SAFRAN NACELLES. In such case, SAFRAN NACELLES will be in the obligation to apply a very strict credit policy and will apply a payment in advance term for the full amount of the Services before the completion of the Services.

If the Customer is in default of any payment obligation, SAFRAN NACELLES is entitled to charge, without any prior notice and without prejudice to any other rights SAFRAN NACELLES may have at law or under these General Terms:

- interests at a rate of 3 (three) times the French legal interest rate, from the due date until the payment is received by SAFRAN NACELLES; and
- a fixed allowance of an amount of forty (40) EUROS (Decree n°2012-1115 dated October 2nd, 2012) for the collection fees incurred by SAFRAN NACELLES in order to recover the outstanding invoice. Should the actual collection fees incurred by SAFRAN NACELLES are higher than the amount of the fixed allowance, SAFRAN NACELLES will be entitled to claim to the Customer such actual collection fees (less the amount of the fixed allowance) upon written evidence.

ARTICLE 6 – TRANSFER OF RISKS

Risk of loss and damage to the Exchanged Equipment shall pass from SAFRAN NACELLES to the Customer at its delivery as per the applicable Incoterms as set forth in the SAFRAN NACELLES Standard Exchange Form.

Risk of loss and damage to the Removed Equipment shall pass from the Customer to SAFRAN NACELLES at its delivery as per the applicable Incoterms as set forth in the SAFRAN NACELLES Standard Exchange Form.

ARTICLE 7 – RETENTION OF TITLE

The Customer hereby agrees, or the Customer procures on behalf of the relevant lessor (as the case may be) that title to the Removed Equipment delivered to SAFRAN NACELLES shall pass from the Customer or the relevant lessor (as the case may be) to SAFRAN NACELLES immediately upon its delivery to SAFRAN NACELLES as per the applicable Incoterms, free and clear of any liens and encumbrances. Upon request, the Customer shall issue in favour of SAFRAN NACELLES any bill of sale relating to the Removed Equipment deemed necessary, in a form and substance satisfactory to SAFRAN NACELLES. The Customer shall hold harmless and indemnify SAFRAN NACELLES against the consequences of all claims arising out from the use, possession or transfer of the said Removed Equipment by SAFRAN NACELLES.

The Customer hereby agrees or the Customer procures on behalf of the relevant lessor (as the case may be), that title to the Exchange Equipment provided by SAFRAN NACELLES shall be retained by SAFRAN NACELLES and shall not pass from SAFRAN NACELLES to the Customer or to the relevant lessor (as the case may be) until payment in full of all sums due and payable by the Customer under these General Terms and

the applicable SAFRAN NACELLES Standard Exchange Form, including the Over and Above repair costs and all other obligations required herein are completed to SAFRAN NACELLES satisfaction. The Customer acknowledges that this Article 7 is to be construed as a retention of title clause (*clause de réserve de propriété*).

Until such time as title to the Exchange Equipment provided by SAFRAN NACELLES shall pass from SAFRAN NACELLES to the Customer or the relevant lessor (as the case may be),

- (i) SAFRAN NACELLES shall have absolute authority to retake, sell or otherwise deal with or dispose of all, any or part of the Exchange Equipment in which title remains vested in SAFRAN NACELLES;
- (ii) For the purpose specified in (i) above, SAFRAN NACELLES or any of its agents or authorized representatives shall be entitled at any time and without notice to enter upon any premises in which the Exchange Equipment or any part thereof, or any aircraft on which the Exchange Equipment or any part thereof is installed, is stored, kept or used, or is reasonably believed so to be;
- (iii) SAFRAN NACELLES shall be entitled to seek a court injunction to the Customer or the relevant lessor (as the case may be) from selling, transferring or otherwise disposing of the Exchange Equipment.

The Customer shall ensure compliance with SAFRAN NACELLES' rights and interests under this Article 7 in all circumstances, by any means and at its own expenses and not do or knowingly permit to be done any act or thing, which might reasonably be expected to jeopardize the SAFRAN NACELLES' rights and interests under this Article 7. If the Customer fails to carry out its obligations in respect of this Article 7, the Customer shall indemnify SAFRAN NACELLES against all cost, expenses and damages which the SAFRAN NACELLES may incur or suffer due to this failure.

The Customer will, to the extent necessary under applicable laws and at its costs, register, or procure that the same be registered, the retention of title clause appearing in this Article 7 hereto over the Exchange Equipment in the appropriate registry of title and security in the Customer's jurisdiction and (if necessary) in the lessor's jurisdiction. The Customer further acknowledges that SAFRAN NACELLES is entitled to notify the lessor the existence and the terms of all or part of these General Terms and the applicable SAFRAN NACELLES Standard Exchange Form, including this Article 7, in a form and substance satisfactory to SAFRAN NACELLES, at the cost of the Customer.

Should judicial proceedings prove to be necessary to allow SAFRAN NACELLES to retake possession of the Exchange Equipment either subject to attachment or otherwise in possession of any third party including the lessor, the Customer agrees to allow access by SAFRAN NACELLES representatives to the Exchange Equipment at any time if still under the possession of the Customer and shall bear all costs resulting from any such judicial proceedings.

ARTICLE 8 – EXPORT LICENCE

These General Terms and any SAFRAN NACELLES Standard Exchange Form are subject to all applicable laws and regulations now or hereafter in effect, such as but not limited to, of the United States Government and French Government and their departments and agencies. The Customer undertakes to keep itself informed of and shall abide by any applicable regulations issued by (1) the United States Government and (2) the French Government including without limitation any amendments and changes to (1) and (2) above.

Any product, technology and/or information covered by these General Terms may be subject to requirement set forth in (i) Article 12g of Council Regulation (EU) No 833/2014 of 31 July 2014 as amended from time to time, concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine and/or in (ii) Article 8g of Council Regulation (EU) No 765/2006 of 18 May 2006 (as amended by Council Regulation (EU) No 2024/1865 of 29 June 2024 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine) as amended from time to time. Customer undertakes not to retransfer or re-export, directly or indirectly, any such products, technology and/or information subject to these General Terms, as is or integrated, to a country subject to sanctions and/or embargo or for the use in this country, including but not limited to

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Russia, to Belarus or for use in Russia (or any Ukrainian territories controlled by Russia).

Export Administration Regulations (see http://www.bis.doc.gov/bis/ear/ear_data.html) enforced by the United States Department of Commerce and European Regulation (see <http://www.ec.europa.eu/trade/creating-opportunities/trade-topics/dual-use/>) enforced by the French Government (hereafter called "Regulations") prohibit the export and re-export of certain technical data and products unless assurance are first obtain from the foreign importer. Accordingly, the Customer gives its assurance that unless prior authorization is obtained from concerned Government it will not knowingly re-export the Equipment and associated commodities, software and technical data, directly or indirectly to embargoed destinations, prohibited parties or parties involved in proscribed activities, to the extend required in the relevant part of the Regulations. The case arising, and except for any import or export licenses which are defined by the applicable Incoterms specified above, the Customer shall be responsible for the timely application, for obtaining and exchange permit or any other required governmental authorization relating to the Equipment. In no event SAFRAN NACELLES shall be liable if any authorization is delayed, denied, revoked, restricted or not renewed, and the Customer shall not thereby be relieved of its obligation to pay SAFRAN NACELLES for all Services performed and/ or initiated and any other charges which are the obligation of the Customer hereunder.

ARTICLE 9 - FORCE MAJEURE

SAFRAN NACELLES shall not be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence ("Force Majeure Event"), such as but not limited to: acts of God, natural disasters, fire, floods, strikes or other labor disputes, explosions or earthquakes, epidemics or quarantine restrictions, serious accidents, any acts of the Governments or Government-set priorities, war (whether declared or not), insurrection or riots, revolution, sabotage, inability after due and timely diligence to obtain necessary and proper labor, materials, components, facilities, transportation, or failure of a subcontractor to perform a subcontracted work due to the above mentioned causes. SAFRAN NACELLES shall promptly notify the Customer in writing of any Force Majeure Event and resume performance of its obligations immediately after cessation of such Force Majeure Event. Such delay or failure shall not constitute a breach of these General Terms and/or any SAFRAN NACELLES Standard Exchange Form and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

ARTICLE 10 - WARRANTY

SAFRAN NACELLES warrants that the maintenance services performed on the Exchanged Equipment as specified in its airworthiness documentation is free from defects in workmanship during twelve (12) months after its delivery to the Customer.

Following discovery of a suspect defect in workmanship during the above mentioned warranty period, the Customer shall provide SAFRAN NACELLES with a written notification of any warranty claim within thirty (30) calendar days of such discovery. Should the warranty claim is accepted, SAFRAN NACELLES shall correct any such defect free of charge, at its option, by either (i) corrective action taken in situ by SAFRAN NACELLES' specialists if the defect does not require removal of the defective Exchanged Equipment or (ii) if the defect requires removal of the defective Exchanged Equipment, it shall be delivered to SAFRAN NACELLES for repair or replacement. SAFRAN NACELLES reserves the right in any case to determine whether the defect requires repair or replacement. If the defect requires removal of the defective Exchanged Equipment, the Customer shall arrange for transport to SAFRAN NACELLES of the defective Exchanged Equipment at its own risks and expenses. The transportation costs will be reimbursed by SAFRAN NACELLES to the Customer upon submission of an invoice if the warranty claim is accepted.

The warranty period of any such remedial work shall be limited to the remaining period of warranty of the Exchanged Equipment as set forth in this Article 10.

The foregoing shall constitute the sole remedy of the Customer and the sole liability of SAFRAN NACELLES for breach of such warranty. This warranty is applicable only if: the Exchanged Equipment (1) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with the then current recommendations of the Original Equipment Manufacturer as stated in its manuals, Airworthiness Directives, Service Bulletins or other written instructions as stated in Article 3 ; (2) has not been altered, modified or repaired by anyone other than SAFRAN NACELLES; and (3) has not been subjected to accident, misuse, abuse or neglect. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE). This warranty is not assignable without the written consent of SAFRAN NACELLES.

SAFRAN NACELLES warrants parts and material incorporated by SAFRAN NACELLES during the maintenance services performed on the Exchanged Equipment as specified in its airworthiness documentation in the limit of the Original Equipment Manufacturer warranty terms and conditions transferred to SAFRAN NACELLES. SAFRAN NACELLES shall make its best efforts to ensure that the warranty it has obtained from the Original Equipment Manufacturer be assigned to the Customer.

ARTICLE 11 - LIMITATION OF LIABILITY

The total liability of SAFRAN NACELLES (including any liability for the acts or omissions of SAFRAN NACELLES' employees, agents and subcontractors) on any and all claims, whether in contract, tort (including negligence), or otherwise, arising out of, connected with, or resulting from the Services, or the use, possession, operation, or maintenance of the Exchanged Equipment shall in no case exceed the purchase price of the Services which gives rise to the Customer's claim.

In no event, whether as a result of breach of contract, tort (including negligence), or otherwise shall SAFRAN NACELLES be liable for (i) any lost revenues, lost profit, loss of use or loss of bargain, whether direct or indirect, and (ii) any special, indirect, exemplary, punitive, incidental, or consequential damages.

Consequently, the Customer and its insurers waive any recourse against SAFRAN NACELLES and its insurers for any loss or damage beyond that limit.

ARTICLE 12 – CONFIDENTIALITY

Any information, document and data of whatever nature, commercial or otherwise, transmitted by SAFRAN NACELLES to the Customer in connection with the SAFRAN NACELLES Standard Exchange Form and the Services, shall be deemed confidential information and the Customer undertakes not to disclose any such information, document or data to any third party for any reason whatsoever and not to copy or reproduce any such information, document or data without the prior written consent of SAFRAN NACELLES, except (i) as may be required by law or governmental regulations, (ii) for information in the public domain and/or accessible to the general public, (iii) for the internal use of the Customer (but in such case only to the Customer's representatives having demonstrable need to know), or (iv) for the purpose of insurance coverage. The confidentiality obligations contained herein shall continue during a ten (10) year period following the expiration or termination of the SAFRAN NACELLES Standard Exchange Form.

ARTICLE 13 - TERMINATION

SAFRAN NACELLES may terminate an SAFRAN NACELLES Standard Exchange Form upon a thirty (30) calendar day written notice to the Customer for failure to comply with any material provision of these General Terms and/or of the SAFRAN NACELLES Standard Exchange Form, unless the failure has been cured by the Customer prior to such thirty (30) calendar days. SAFRAN NACELLES may immediately terminate an SAFRAN NACELLES Standard Exchange Form if the Customer (1) fails to make any of the required payments when due, unless cured within ten (10) calendar days of such payment due date, (2) makes any agreement with creditors due to its inability to make timely payments of its debts, (3) enters into liquidation whether compulsory or voluntary, (4) becomes insolvent, (5) becomes subject to the appointment of a receiver for all or a material part of its assets, or (6) if Customer fails to comply with its obligations as

provided in Articles 12 « Confidentiality », 11 « Limitation of liability », 8 « Export licence » and 16 « Ethics » with immediate effect, without need of judicial recourse, and without further compensation to CUSTOMER . If such termination should occur, the Customer shall not be relieved of its payment obligation for Services rendered hereunder.

ARTICLE 14 - LAW AND JURISDICTION

These General Terms and the SAFRAN NACELLES Standard Exchange Form shall be governed by and construed in all respect in accordance with the laws of France, to the exclusion of its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods is not applicable to this these General Terms and the SAFRAN NACELLES Standard Exchange Form.

The parties shall attempt to amicably resolve any dispute, controversy, claim or matter arising under or relating to these General Terms and the SAFRAN NACELLES Standard Exchange Form ("Dispute") within a period of thirty (30) calendar days from the date of notification in writing (by registered mail) by one party to the other of the Dispute. If the parties fail to amicably resolve the Dispute within the said period of thirty (30) calendar days, the Dispute shall be referred to the exclusive jurisdiction of the competent courts of Paris, France.

ARTICLE 15 - GENERAL PROVISIONS

Right to Subcontract: SAFRAN NACELLES shall be entitled to subcontract all or part of the Services stipulated in the SAFRAN NACELLES Standard Exchange Form to any suitable third party without the prior consent of the Customer.

Assignment: The Customer shall not transfer or assign any rights or obligations under an SAFRAN NACELLES Standard Exchange Form in whole or in part without having obtained the prior written acceptance of SAFRAN NACELLES.

Partial Invalidity: Should any provision of these General Terms and/or the applicable SAFRAN NACELLES Standard Exchange Form is declared illegal, void, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

Language: All correspondence and documentation arising out of or connected with these General Terms and the applicable SAFRAN NACELLES Standard Exchange Form shall be in the English language.

ARTICLE 16 -ETHICS

Each Party declares that:

- It complies and will comply with any international and local anti-corruption laws or regulations (including the OECD Convention of 1997 and the United Nations Convention Against Corruption of 2003 (UNCAC),
- It has not been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it,
- To the best of its knowledge, no executive or manager of its company has been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against such persons.

Each Party warrants that it has not granted and shall not grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone with a view to or in exchange for the conclusion of an ORDER or a contract.